A Forcible Argument Against British Pretensions.

WASHINGTON May 18 1871

The following is among the papers reported to the Senate by the President. It is in the form of a brief, prepared by Secretary Fish, on the subject of the claims of British subjects against the United States for losses and injuries arising out of acts committed during the recent civil war in this country.

The British Claims.

These must be examined upon principles applica-ble to public war. The British government has ecognized the condict as waged by one actual gov-rrament against another. The Supreme Court of he United States, in Mauran vs. Insurance Compa-

The constitution of the United States, which is the fundamental law of each and all of them, not only afforded no countenance or authority for these proceedings (those of the rebois), but they were, in every part of them, in express disregard and violation of it. Still it cannot be denied that by the use of these unlawful and unconstitutional means of government in fact was erected greater in territory than many of the old government in Europe, complete in the organization of all its parts, containing within its limits more than eleven millions of people, and of sufficient resources in mea and money to carry on a civil war of unexampled dimensions; and during all which time the excrete of many beligerent rights were either concedes to it or acquirenced in by the supreme government—such as the treatment of captives, both on itsed and sea, as prisoners of war, the exchange of prisoners, their vessels captured recognised as prizes of war and dealt with accordingly, their property seized on land referred to the judicial tribunals for adjudication, their ports blockaded and the blockade maintained by a suitable force and duly notified to neutral Powers, the same as in open and public war. (6 Wallace, page 14)

INJURIES INFLICTED BY REIBEL AUTHORITIES OR BY PRIVATE REBELS.

PRIVATE REBELS.

Lord Stanley, atterwards Earl Deroy and Prime dinister of England, in a debate on the affairs of Greece, June 17, 1850, said:—

Greece, June 17, 1850, said:—

I do not understand that where, by no fault of a government, offences are committed against foreigners, the government is bound to indemnity those foreigners. The government is bound to afford its protection to foreigners and to its own subjects alike: but British subjects before now have been pillaged in the Roman States and the Neapolitan States, and I never heard of any demand against the government of either of those States. (Hansard, 3d series, volume 111, page 1.306.)

either of those States. (Hansard, 3d series, volume 111, page 1,306.)

In further support of the general proposition that no government is responsible for injuries done to the inhabitants of the country, whether citizens or foreigners, by rebels or by alien enemies exercising in the particular locality or for the time being superior force against such government, see Rutnerford's Institutes, p. 509; Vattel, book 2, ch. 3, sec. 73; Phillimore's International Law, vol. 1, sec. 218; — Calvo Derecho International, tom. 1, p. 387.

INJURIES SUSTAINED FROM MILITARY OPERATIONS OF THE UNION FORCES.

On the 19th of June, 1857, in reply to questions as to the responsibility of the United States for injuries sustained by British subjects in the bombardment of Greytown, Lord Palmerston said to the House of Commons:—

Commons:—
It is undoubtedly a principle of international law that when one government deems it right to exercise acts of hostitity against the territory of another Fower, the subjects and chizens of third Fowers, who may happen to be resident in the place attacked, have no claim whatever upon the government which in the exercise of its national rights commits these acts of hostility. For lessance, it was deemed necessary for us to desiror the town of Sebastopol. There may have been in that town Germans, Italians, Fortuguese and Americans; but none of those parties had any ground upon-which to claim from the British and French governments compensation for losses sustained in consequence of those hostilities. Those who go and settle in a foreign country must abide the chances which may befall that country, and if they have any claim it must be upon the government of the country in which they reside; but they certainly can have no claim whatever upon the government which thinks right to commit acts of hostility against that State. (Hansard, Ed series, vol. 146, page 41.)

Sir Richard Bethell, in the same debate, said:—

Sir Richard Bethell, in the same debate, said:-The principle which governed such cases was, that the citi-sens of foreign States who resided within the arena of war-had no right to demand compensation from either of the belligerents for the losses or injuries they sustained. (Ibid.,

Lord John Russell said:—

The law officers of the Crown, the Attorney General, the Solicitor Seneral and the Queen's Advocate have, as I am given to understand, expressed their opinion that these belligerens proceedings having been authorized by the American government, it is not competent for the British government to demand or obtain satisfaction or reparation for the injuries fonce to British subjects at the hands of the American government. As I understand it, they compare it with the bombardment of Copenhagen, which took place in 1807, and they would maintain, no doubt, that if an American citizen their resident in Irennar's had come to the British government and had demanued reparation for the losses which he had sustained and the damage done to his goods and warehouses at the bombardment of Copenhagen, the British government would have been fully justified in refusing that reparation. I take it, that is the version of the law of nations, unon the authority of the law officers of the Crown; and I confess I see no reason to doubt its accuracy or its application. Harset, 24 series, vol. 166, pages 55 and 56.)

On the 7th of July, 1857, Lord Palmerston, in reply

On the 7th of July, 1857, Lord Palmerston, in reply to the question whether it was intended to grant compensation to British merchants whose property at Uleaborg, in the Guif of Bothnia, was destroyed in June, 1854, by the boats of a British squadron,

In June, 1864, by the boats of a British squadron, said:—

The proceedings in this matter must be regulated by the principle which he had stated to be an international principle which he had stated to be an international principle which he had stated to be an international principle which he had stated to be an international principle of the principle of the process of the stated the principle of international law to be that persons who were domiciled in a foreign country must abide by the fate of that country, in peace and war, and that, therefore, no demand could properly be made upon the American government for loases sustained by British subjects in Greytown in consequence of hostilities which took place between the United States and Gianada. (Hansard, 3d series, vol. 146, pages 1,045 and 1,046.)

This was a case of war between two sovereign Powers, recognized as such by the neutral. The following relates to the case of a sovereign and rebellious subjects. The case is stated by Lord Palmerston in the following language:—

When there was a revolt at Leghorn the town was taken by storm by an Austrian corps, acting as auxillaries of the Grand Duke of Tuscany. After the town had been taken, and when resistance was over, some of these Austrian troops plundered the houses of certain British subjects. Among others, the house of a Mr. Hall was foretby entered by a detachment, headed by an officer, which remained in the house for several hours, brought into the house the wives of the soldiers, broke open and plundered everything from the cellar to the garret, destroyed what they did not take away, carried away many of the things in the house, selling them to the people at the gate, which was not far off, and refurning afterward to take away other cargoes. This was done at the house of these losses that upon legal advice, compensation and been demanded. (Hansard, Third Series, vol. 113, page 555.)

With reference to this affair a correspondence en-

With reference to this affair a correspondence enwith reference to this affair a correspondence en-sued, which is cited in detail in a note to Guillau-min's edition of Vattel, 1863, vol. 2, p. 49. It is be-lieved that this correspondence has never appeared in England. The copy herewith submitted was translated from a Spanish-American publication. (Forres Chreedo Union—Latino, Americans, pages 343 and 348.)

[OTTES CHICGO UTHON—Latino, Americans, pages 343 and 348.]

[Austrian Despatch.]

THE PHINGE OF SCHWARTZENEER TO BARON HOTTER, LONDON, ON THE DEMAND FOR INDENNIFICATION WHIGH THE GOVERNMENT OF NGCLAND MAKES OF THE GOVERNMENT OF NGCLAND MAKES OF THE GOVERNMENT OF THE GOVERNMENT OF NGCLAND MAKES OF THE GOVERNMENT OF TH

resistance, is tore cause for surprise? Ought not that misfortune to be counted among the fatal and inevitable consequences of war?

It is under this point of view, sustained besides by the
principles of right generally recognized, that the government
of the Grand Duke has declared that he is not obtiged to concode indemnification to those of his subjects who have suffered iosses in consequence of his subjects who have suffered iosses in consequence of his subjects who have suffered iosses in consequence of his subjects who have suffered iosses in consequence of his subjects who have suffered iosses in consequence of his subjects who have suffered iosses in consequence of his subjects who have not
legister, when it was obliged to surrender, after having
refused all conclusions propositions.

In consequence the government of the Grand Duke of Tucan's has objected to treat the English more favorably than
his own subjects. He has not thought it to be a duty to place
the English aubjects. In a more advantageous position, by
paying them in character of indemnity sums which are not
paid to Tusons subjects, the more so, inasunch as if the forsigners had placed their persons and property in security
they would have been able to sscape with ease the general
mistoriums to which the inhabitants of a bealeged city must
submit themselves.

These reasons, which the Tuscan government has opposed
to the demands of Lord Paimerston, appear to us founded
upon principles so high and so unquestionable that with regret we have seen his Excellency persist in such pretensions,
so withestanding the weight of those reasons.

So far from desisting, the English Ambassador receives or
ders to persist energetically, and to cause to be understood
instif the claims were not admitted by the Tuscan government England would be under the necessity of enforcing
them by adopting energetic means.

ment England would be under the necessary them by adopting energetic means. By advice of the English Ambasandor in Florence Tuscany proposed to submit the matter to the arbitrament of a third Fower. Even though a mode of procedure had been adopted in this question which would have permitted a pacific somion when would have permitted a pacific somion when would have permitted a pacific somion with the presence of other analogous process.

THE GREAT TREATY.

British Claims for Losses During the Rebellion.

British Claims for Losses During the Rebellion.

They Are Not Legal Under the Laws of Nations.

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if any other calamity should happen proceeding from the will of men.

Such is, in its most simple expression, the questionable point suggested to the Tuscan government. We are important to the transport of the consequences which proceed from the question of knowing if the principle treated of ought or ought not to be respected; and for this reason we obey the necessity of submitting it in the most frank manner to the examination of the Britist government. It belongs to it to weigh the question in its great wisdom and equity, and this will lead, as we hope, to a quick and satisfactory solution of the question which is being discussed.

You are charged to read this despatch to the Minister of Foreign Relations of Great Britain.

SCHWARTZENBERG.

(See Torres Calcedo, p. 343.)

Too are charged to read this despatch to the Minister of Foreign Relations of Great Br.Lain.

SCHWARTZENBERG.

(See Torres Calcedo. p. 343.)

DESPATCH FROM THE COUNT OF NESCELEODE TO BARON BURNOW.

The Cabinet of St. Petersburg adheres completely to the principles which have served as a basis to the demand of the Cabinet of Vienna. Russis is too much interested in the maintenance of the independence of the secondary States and in the repose of linity, and for this reason cannot but associate itself in this case with the sentiments and political views of Austria.

According to the rules of public right, such as they are understood by Russian policy, it cannot be admitted that a sovereign, obliged, as was the Grand Duke of Tuscana, by the obliging of the property of the complex of the complex of the such as a subject to retake a city occupied by the surface of the surface of the complex of the c

which might expose the English to suffer losses; they would have, finally, to recognize the English government as judge between sovereign and subject in matters of civit war and of interior government.

The Emperor cannot, then, subscribe to such a theory, He will never compromise in the matter of the principles which he has just set forth; for, very much disposed as he may be and as he always has been to receive with benevolence individuals belonging to the British nation, his esteem for whose character is known, if claims like those which have been made against Naples and Tuscany may be sustained by force, he would be under the necessity of examining and of fixing in a more formal way the conditions upon which he will beneforth consent to allow to British subjects the right of residence and of property in his States.

The Russian government hopes that the English Cabinet will accept these reflections in the impartial spirit in which they have been dictated, and that it will not lose sight of them in the course which it may adopt with respect to Naples and Tuscany. The cause of these is that all weak States whose existence is guaranteed alone by the maintenance of the tutelar principles which have just been invoxed. At the present moment, more than ever, the respect of these principles by the great Powers alone can preserve Europe from the greatest disturbances.

You will communicate to Lord Palmerston this despatch, and you will give him a copy of the same.

(See Torce Caisedo, p. 348.)

The United States followed these precedents when declining, in 1868, the request of our citizens that we should ask Indemnities for their losses sustained in the bombardment of Valparaiso. See opinion of Attorney General Stanbery. (12 Opin, page 21.) See also correspondence between Mr. Secretary Marcy and the Count de Sartiges. (Ex. Doc. No. 9, Senste, Thirty-fifth Congress, Pirst session.)

The lund of this subject was laid down in terms which have become classical and accepted as the standard canthority in all Europe, by Lo

The law of pations, founded upon justice, equity, conveni-

prince is whose courts the matter is tried.

That our admirality courts had all the intelligence and impartiality that can be required was repeatedly admitted by leading members of the British government during the rebellion. The following extracts are selected for the reason that the speeches from which they are taken were made at a late period of the war, and after a very great number of adjudications had been made and had become known to the British government.

On the 12th February, 1864, in reply to strictures on some decisions in prize cases, the Attorney General. Sir Rounded Palmer, said, in the House of Commons:—

cral. Sir Roundeil Palmer, said, in the House of Commons:

Though in the judgments of the United States Prize Court there may be passages open to criticism upon matters of legal theory, and although I am far from saying that they have always applied the principles of law correctly to the facts of the case, yet I am not aware of one single decision pronounced during the war in any one of those courts which does not bear upon the face of it signs of an houset intention to administer the law as received in the United States, and the case of the Springbok is no exception to that rule. In all the three points to which my honorable friend has referred, whether or not the principles were rightly applied to the facts and evidence, the decision come to was based on principles, be they right or be they wrong, which were principles of our own prize courts in the war with France.

In the same debate Lord Palmerston said:—

I think it right, however, to state, with regard to the gov-

principles, be they right or be they wrong, which were principles of our own prize courts in the war with France.

In the same debate Lord Palmerston said:—

I think it right, however, to state, with regard to the government of the t nites! States, what has, indeed, been aiready stated by my honorable and learned friend, the Attorney General, that we have no reason to mistrust the equity and independence of the tribunals of the United States which have to try questions such as those thow under discussions in the two try questions such as those thow under discussions in a spirit of respect, equity received our representations in a spirit of respect, equity and justice. And in proof of this, to show that, when we had a strong case of remonstrance, justice has been done had a strong case of remonstrance, justice has been done to the Treini which the government of she United States very handomety and properly did justice to the demands we made, dominated they did not deny. Therefore, I think it is prepadicial to the good understanding between the two governments, which we on good terms, that we should here accuse a foreign now-remeat of that of which it it is not guilty, and express mistrust of their equity and fairness when nothing has occurred to justify us in making these imputations. I think it only right, in regard to the tribunals and government of the United States, to declare that such accusations are not just, and that nothing has occurred to warrant them.

The confidence of each of the two governments in the integrity and ability of the prize courts of the other has, since all the fransactions which can come under examination by the High Commission, been evinced by an act without parallel in diplomatic history.

The additional convention in relation to the slave trade, concluded June 3, 1870, provides:—

ART. 3. It is agreed that in case of an American merchant vessel, searched by a British cruiser, being detained as having been engaged in the African slave trade, or as having been hited out for the purpo

RIGHTS—ARBITRARY ARRESTS—COMPULSORY MILITARY SERVICE, ETC.
This head of possible inquiry by the High Commission is treated with such general caudor and fairness by Professor Montague Bernard, in chapter XvI. of his "Neutrality of Great Britain during the American Civil War," and in Mir, Abbout's memorandum, appended to the report of the British Commissioners on the laws of naturalization and allegiance, from which Professor Bernard makes considerable citation, that it seems unnecessary to do more than refer the High Commission to those names.

do more than refer the high commission papers.

It may be convenient, however, to furnish references to some of the authorities which establish the liability of persons domiciled, for commercial purposes, in a beligerent region to be treated as indistinguishable from the active enemies, in the midst of whom they are found,

Professor Abdy's edition of Kent on International Law, chap. v., being sec. iv. of Kent's Commentaries, vol. 1, page 15, et seq., of original pagination;

Wildman International Law, vot. IL, page 49 and page 75; Phillimore, vol. III., page 128. Calvo, tome 1., page 392; The Pizarro (2 Wheaton, 246); Laurent's case, joint commission under treaty of 1853, be-tween Urited States and Great Britain, page 120 et seq.

tween Utiled States and Great Britain, page 120 et seq.

NOTE.

Since these instructions were given a British blue book, relating to the "claims of British subjects against the United States government, from the commencement of the civil war to the 30th of March. 1884," which had been reprinted in the diplomatic correspondence, submitted to Congress in the year 1864 (Diplomatic Correspondence, 1864, part., page 736), has been reprinted in one of the leading it of the country, with a view undoubtedly of enabling the public to see that most of the claims described in it have been disposed of.

An analysis of that document shows the following results:—Three hundred and twenty-one cases of the four hundred and fifty therein enumerated have been disposed of. Of these forty-three were cases in which the British government refused to interfere on the advice of the law officers of the Grown. One hundred and sixty-seven cases have been condemned by the prize courts of the United States. With the exception of one case, that of the Springbok, the Department of State is not aware of a disposition on the part of the British government to dissent to any final adjudication of the Supreme Court has in several cases reversed condemnations made by the inferior tribunals of prizes, in some of the United States has made appropriations for the indemnification of the owners of the property captured.

In most of the cases where it is stated that vessels

In most of the cases where it is stated that vessels have been condemned, but that appears are pending, the condemnations by the courts below have been

have been condemned, but that appeals are pending, the condemnations by the courts below any been sustained.

In sixty-three cases it appears that property taken by the United States has been restored, and that persons imprisoned or said to have been illegally enlisted have been released.

While the conferences were being held in Washington a correspondence was going on in England between the Foreign Office and British subjects residing in France, and preferring claims for loss of property since the entry of the German army into France. A portion of this correspondence has been published in Bine Book No. 4, for 1871, Franco German War. The following letters from this publication bear directly upon the questions considered in this portion of the "confidential memorandium:"—

No. 3—EARL GRANVILLE TO LORD LYONS.

FOREIGN OFFICE, Jan. 11, 1871.

My LORD—I have received your Excellency's despatch of the 6th inst, enclosing a letter from Mr. Kirby, an English gentleman, established with his family at La Ferte Imbauit, complaining of the conduct of the German troops in making requisitions on his property; and I have to instruct you to acquaint that gentleman that much as her Majesty's government regret the inconvenience and loss to which he and his family were exposed. It is out of their power to interfere to obtain any redress for him, inasmuch as foreigners residing in a country which is the seat of war are equally liable with the natives of this country to have requisitions levied on their property by the belligerents. I am, &c..

GRANVILLE.

No. 10—EARL GRANVILLE TO MR. WEST.

FOREIGN OFFICE, March 1, 1871.

SIR—I have consulted the law officers of the crown upon the point submitted to me in your despatch of the 24th of February, as to the claims of British subjects to be indemnified for the loss of property during the war, and I have now to acquaint you that I am advised by them that her Majesty's subjects resident in France, whose property has been destroyed on the ground of their being British subjects, for los

upon them in common with French subjects. I am, &c., GRANVILLE.

FORRIGN OFFICE, March 23, 1871.

SIR—I am directed by Earl Granville to acknowledge the receipt of your letter of the 22d inst., containing a statement of certain property possessed by you in Pars and the neighborhood, and referring to the losses which you state you have sustained in consequence of the occupation of such property by French and German troops, and requesting that your interests may be placed under the protection of Lord Lyons, with the object of your claim being ultimately urged upon the French government on account of such losses and dilapidations.

I am now to inform you that Lord Granville has taken the opinion of the law officers of the crown as to the lability of the French government to compensate British subjects resident in France for loss and damage to their property during the late war, and that his Lordship has been advised by them that the British subjects resident in France would have, in their opinion, no just ground of complaint against the French authorities in the event of their property having been destroyed by the invading armies; their losses under such circumstances would be among the inevitable consequences of war raging in a state within which they have chosen, as foreigners, to take up their residence; and with regard to such losses British subjects would not be entitled igners, to take up their residence; and with regard o such losses British subjects would not be entitled NO. 22-MR. STEWART TO EARL GRANVILLE-(RE-

No. 22—MR. STEWART TO RARL GRANVILLE—(RECKIVED AUGUST 31.)

33 UPPER BRUNSWICK PLACE, BRUNSWICK PLACE, BRUNSWICK PLACE, BRUNSWICK PLACE, BRUNSWICK PLACE, CONTROL OF STREAM OF S

the law officers of the crown. At the commencement of the siege of Paris all the inhabitants of
Boulogne-sur-Scidel were ordered by the French government to leave the r houses and my tenant at No.
5 Avenue des Princes, Boulogne-sur-Scine, accordingly removed his furniture and gave up possession
to the authorities, who occupied the premises for
more than five months with upward of 150 French
soldiers, who remained in it until the signature of
the treaty of peace, and then left it in the most ruinous condition. The German troops passed one night
on the premises after the temporary occupation of
Paris, but did no additional damage to the property.
My other houses within the enceinte of Paris were
occupied wholly by French troops and French peasants. "No destruction of property by invading
armies" consequently took place in my case.

In my opinion, my claim is similar to that made
by your Lordship on the German government for reloss sustained by Bruish shipowners whose vessels
were seized and sunk near Rouen. In the one case
ships were seized and destroyed by the German
authorities; and, in the other, houses were seized
and destroyed by the French authorities, both belonging to British subjects, and demanding similar
compensation.

1 have now, therefore, to beg that your Lordship
will be so good as to forward my claim on the French
government to Lord Lyons, with a request that his
Excellency will give me such assistance as may be
required in his capacity of English Ambassador, in
order to induce the French government to entertain
my claim when the proper time shall arrive for submitting it to the authorities. I beg, however, to add
that I am informed that, by the law of France, compensation is due not only to foreigners, but to
French subjects for mjury done to their property by
invading armies, and for the occupation of their
houses by French troops, and for damages resulting
therefron. I trust, herefore, that it will be found that few British subjects are in the
same position as I am with respec

receive at the hands of the French subjects themselves receive.

With regard to your allusion to the case of the British snips which have sunk at Ronen, I am to observe that there is no analogy between ships and immovable property. I am, &c., ENFIELD. Another pertinent case has recently been decided by the British government against a claimant. Mr. Worth, a British subject, claimed indemnity on account of imprisonment to which he was subjected by the German authorities on his capture in an attempt to escape from Paris in a balloon.

Lord Enfeld, in a note of the 3d of April, informs Mr. Worth that Lord Granville regrets that, "after consultation with the proper law adviser of the crown, he does not feel justified in placing such a claim on your (Mr. Worth's) behalf before the German government." Efficials Blue Book, 1871; correspondence respecting the imprisonment of Mr. Worth by the Prussians.

FOUND DROWNED AT FORT HAMILTON.

The body of a man, apparently about forty years of age, was found on the shore at Fort Hamilton yesterday. The dress is blue blonse, blue plaid vest, white knit undershirt, finnel drawers, gray pants, woolien socks and callskin boots. There was a certificate or draft, No. 352, dated March 31, in layer of Oilf Romain, for \$150, on his bedge THE COURTS.

Charge Against a Tobacco Dealer-A Scap Boiler in Trouble-Verdict Against a Fire Insurance Company-Important Insurance Case in the Court of Common Pleas.

UNITED STATES COMMISSIONERS' COURT.

Charge Against a Tobacco Dealer. Before Commissioner Shields.
The United States vs. T. H. Petthman.—The de ndant was held yesterday to \$1,000 bail for exam ination on a charge of not making proper entries of his sales and purchases of leaf tobacco.

UNITED STATES CIRCUIT COURT.

A Patent Suit. Margaret Myers, executrix, &c., vs. John Frame and others, Judge Blatchford gave a decision sustaining the plaintiffs patent for the saw, and her right to sell it in the Territory in which the intringement oc-

SUPREME COURT-CHAMBESS.

A Sonp Boiler in a Whirlpool of Logal

Before Judge Ingranam.

Thorp vs, Sprague.—The plaintiff is proprietor of soap boiling establishment in Queens county. A recent law allows any one made uncomfortable by a nuisance of this kind to sue personally and recover wenty-five dollars penalty for every day he has twenty-five dollars penalty for every day he has been subjected to such nuisance. Fifteen persons living in the neighborhood of the soap boiling establishment instituted suits on account of the alleged nuisance, claiming this penalty for about six months, or \$1,500 each. The plaintiff moved for an injunction to restrain the prosecution of these suits. It was contended on his side that if this sort of wholesale litigation was allowed any one who had passed anywhere near the place and snuffed the offensive odor could bring suit and that he would be involved in endless suits and costs. The defendant stood upon the statute. The Judge took the papers, reserving his decision.

SUPERIOR COURT -TRIAL TERM-PART I. Wholesale Verdicts Avainst Fire Insurance

Wm. Ettinger vs. Home Insurance Company of New York.—The plaintiff had a fur store on Broadway. On December 11, 1869, the place was burned. Afterwards, it will be remembered, the plaintif was arrested by the Fire Marshal on suspicion of having arrested by the Fire Marshal on suspicion of having a guilty knowledge of the fire; but, on examination, was honorably discharged. The damages by the fire were \$21,000. He had policies of insurance in twelve different fire insurance companies, including that of the defendant, all of which, it is alleged, refused to pay the amounts they had insured. Shits were accordingly brought to compel such payments, the suit against the defendants being called first in the series. None of the companies, however, put in an appearance, and verdicts were yesterday given by default. The verdict against the defendants was \$2,250.58. There were five other verdicts against five other companies, as foliows:—Against the North American Insurance Company, \$6,432.64; the Globe Insurance Company, \$3,300.59; the Park Insurance Company, \$5,432.64, and the Williamsburg City Fire Insurance Company, \$2,710.32. The remaining cases will be tried in the other branch of the court.

COURT OF COMMON PLEAS-BENERAL TERM.

Important Insurance Case-All About Cotton. Before Chief Justice, Daly, Judges Robinson and J. F. Daly.
The Great Western Insurance Co. vs. Richard At-

kinson and Henry J. Hewitt.-This action was tried before Judge Van Brunt and a jury in May, 1870, resulting in the Court directing a pro forma verdict the case now comes before the General Term on the the case now comes before the General Term on the exceptions of the defendants. The action was commenced May 25, 1867, to recover for the loss of mineteen bales of cotton insured by the defendants, a marine insurance company in New York, under the plaintiffs' open polity, which the defendants had issued 2d January, 1866, and which, by endorsement of successive additional amounts, had been continued to a time subsequent to the insurance in question. The body of the policy insured "R. Atkinson & Co., account of whom it may concern. In case of loss, to be paid to them in the gold currency of the United States, at and from Columbus and other ports and places in the interior of the State of Georgia, via Apalachicola, to port or ports in Great Britain. On cotton, to cover all shipments, their own or consigned to them, or in which they have an interest, by vessels sailing on and after 16th December, 1865." To attach "from time of sinpment, and also to cover the risk of fire on cotton in transit while waiting sinpment." The enumeration of perils insured against includes "barrairy of the master and mariners." "Valued at \$150 per bale, unless otherwise agreed." "All approved endorsements on pass book to apply in all respects to this policy, the same as if endorsed thereon;" also "to cover such other risks as may be approved and endorsed hereon."

By a subsequent endorsement, "March 5, 1866, it is understood and agreed that this policy covers from the interior of the State of Georgia via the Atlantic as well as the Gulf ports to port or ports in Europe." On the 31st October, 1865, the plaintiffs reported to exceptions of the defendants. The action was

By a subsequent endorsement, "March 5, 1866, it is understood and agreed that this policy covers from the interior of the State of Georgia via the Atlantic as well as the Gulf ports to port or ports in Europe." On the 31st October, 1865, the plaintiffs reported to the defendants as a risk to be covered by the policy 202 bales of cotton from Augusta, Ga., to Liverpool, England, valued at \$24,260, gold. This was entered on the pass book. By the established course of business of the parties under the policy the defendants had been in the habit of issuling, when applied for by the plaintiffs, negotiable certificates of insurance under the policy, which was done in this case. The certificate makes "the loss payable to the order of R. Atkinson & Co. endorsed on this certificate, which is to be surrendered to this company. It is understood and agreed that this certificate represents and takes the place of this policy and conveys all the rights of the original policy holders (for the purpose of collecting any loss or claim) as fally as if the property was covered by a special policy direct to the owner of this certificate, and free from any liability for unpaid premiums." The 202 bales of ottom were purchased at Augusta by Branch, Sons & Co., of that place, for account of the plaintiffs, and by plaintiffs' order shipped by them by railroad to Charleston, thence to be shipped to Liverpool per bark Victoria. J. N. Robson, for Branch, Sons & Co., engaged freight for the whole by the Victoria. The master of the Victoria for want of room and went forward by the brig Albert, arriving sately at Liverpool. Ninety other bales of the 202, being the ninety bales ta question, were taken by the Victoria and carried on deck. On the voyage these were "jettisoned" in a storm. The plaintiffs in New York fad no knowledge of the shipment on deck until they heard of the loss by telegraph on the arrival of the Victoria at the regular rate for deck cargo would be three times as much as for the came of the costson, were assumed to the cost o

Before Gunning S. Bedford, City Judge. Yesterday William Johnson, a colored man, pleaded guilty to an indictment charging him with stealing three sets of harness from William Galla gher on the 10th of March. He was remanded for sentence.

was tried for burgiariously entering the cigar store of Morris Prowier, 160 Spring street, on the night of of Morris Provier, 160 Spring street, on the night of the 13th of April. About \$450 worth of cigars were stoien, a portion of which was recovered by the offi-cers, who found the boxes concealed in a "night restaurant" in Grand street. Moore was seen to leave the stoop where the stoien property was found. The prisoner denied naving had anything to do with the burglary, but admitted that he was an escaped convict from the Clinton State Prison. Judge Bedford, upon conviction of grand larceny, sent him to the State Prison for five years.

COURT CALENDARS-THIS DAY.

COURT CALENDASS—1HIS DAY.

SUPREME COURT—SPECIAL TRRM.—Nos. 80, 147, 112, 113, 158, 101, 1015, 69, 114, 59, 95, 99, 57, 58, 61, 84, 107, 68, 163, 107, 89, 93, 139, 232, 118, 119, 180, 126, 128, 178, 102, 64, 44.

SUPREME COURT—CHAMBERS.—Nos. 16, 86, 96, 97, 106, 114, 128, 137, 138, 150, 157, 161, 162.

SUPERIOR COURT—TRIAL TERM—Part 1.—Nos. 717, 8194, 952, 963, 963, 967, 969, 695, 97, 108, 178, 977, 978, Part 2.—Nos. 586, 224, 822, 162, 648, 666, 700, 432, 983, 385, 40, 326 34, 1248, 690, 680.

COURT OF COMMON PLEAS—TRIAL TERM—Part 1.—Nos. 1345, 1338, 1351, 1191, 1405, 1408, 1141, 1341, 1232, 1066, 1264, 1262, 1273, 1305, 1161, 1296, 1061, 1184, 1107, 1261.

COURT OF COMMON PLEAS—GENERAL TERM.—Adjonfred to June 30.

MARINE COURT—TRIAL TERM—Part 1.—Nos. 5790 14, 5749, 5648, 6366, 6701, 5636, 5900, 5289, 5535, 5865.

James Doherty et al. vs. Ann Gleason and Others.— This is a case which involves a nice point of law in regard to the rights of aliens to inheritance of land

in this country. It appears that one Edward Do-herty, a naturalized citizen, died in February, 1870, in Brooklyn, where he was at the time residing. He owned two houses on Warren street, hear Columbia, at the time of his heath. He was unmarried and without children, but left brothers and sisters, all in Ireland except the defendant, Mrs. Gleason, who was in California. The plaintiffs claim to be entitled to the property as heirs of deceased, and sent over James Donerty with power of attorney to sell it and divide the proceeds among them all. The defendant claims that the plaintiffs, being non-residents and allens at the time of Donerty's death, are entitled to no interest in the property, and that Ann Gleason, being a citizen of the United States, is entitled to all of it. Her attorneys make the point that if deceased had been an allen at the time of death the allens would take a share, but as he was a citizen none but citizens can become heirs. The matter was referred by the Court yesterday to ex-Juage Reynolds as referree.

Conjugal Infelicity. in Brooklyn, where he was at the time residing.

BROOKLYN COURTS.

Etwell, et al., Directors of the Central Bank.—This action is brought by the plaintiffs to recover \$21,911,

the amount of money which the plaintiffs had on deposit in the Central Bank at the time of its sus-

pension in August, 1870. The action is against the directors in their individual capacities, and all have put in answers excepting Messrs. Pruyn and Elwell. The latter gentloman demurred on the ground that the Water Board has had no legal capacity to bring an action, and also that it is based on insumeont grounds. The demurrer was argued at some length yesterday, and the Court took the papers and reserved its decision.

The Claims of Allons to an Estate.

Conjugal Infolicity.

Juliet Remotek vs. Frederick W. Remotek .- This action came up yesterday on a motion of defendant's counsel that defendant have leave to put in an amended answer setting up counter charges of aduitery against the plaintiff. The defendant's affidavit showed that the plaintiff had some years ago been showed that the plaintiff had some years ago been married to a man named Wright, by whom she had eight children. She was divorced from him and lived some time in adultery with another man named Jones, bearing him two children. Afterward she formed her alliance with this defendant, fwho has become the father of two children. The parties two years ago separated, he agreeing to pay twenty dollars weekly for the support of the children; and the plaintiff recently instituted an action for divorce. The Court after hearing the amidavits and argument, granted the motion for an amended answer on the condition that the defendant pay plaintiff's counsel \$500 within ten days to delray the costs of the litigation; otherwise denied.

\$10,000 Claimed for a Broken Nove. Francis Whitley vs. Sarah McCarthy.—The plain-tiff, on the evening of the 26th of November last, was walking along Front street, in this city, and fell into an area in front of a house which defendant was causing to be built at that time. The area or excavation in front of the house was not guarded in any

wation in front of the house was not guarded in any way nor were there any lights to show passers by the danger. The plaintiff's nose was broken and his hand and arm severely injured by the fall. He brings the suit to recover \$10,000 damages from the defendant, who was the owner of the premises.

The defendant puts in a general denmi, and alleges that the accident was owing to the plaintiff's own negligence.

At the conclusion of the testimony Mr. D. P. Barnard, of counsel for the detendant, made a motion for a nonsuit on the ground that the liability for damages was on the contractors to whom the contractor of the house had been given and not upon the owner. The motion was demed. Verdict for plaintiff, \$150.

CITY COURT. The Boiler Explosion at the Novelty Iron

Works.
Before Judge Thompson. Mary Ann Robinson vs. William Miller and Others.—This action was brought by the plaintiff to recover the sum of \$5,000 damages, sustained from the explosion of a boiler at the Novelty Iron Works, of which defendants are owners, at North Thirteenth street, near Second. A portion of the boiler, the body of the engineer and a quantity of iron were hurled into the apartments of the plaintiff, and sne was severely injured. The jury returned a vendict yesterday giving her \$300.

THE EVANS ABORTION CASE.

Conviction of "Dr." Evans of an Attempt at Manslaughter.

Address of Assistant District Attorney Eullivan-Evans Sent to the tate Prison for Three Years and Six Months-Judge Bedford's Remarks Upon Professional Abortionists.

It will be remembered that the jury in the case of Thomas Lookup Evans, tried for producing an abortion upon Ann O'Neill, failing to agree on Wednesday afternoon, were locked up for the night by Judge Bedford. Long before the hour of opening the court the doors were besieged by persons anxious to gain admittance to witness the closing seene of this memorable trial. As soon as the City Judge took his seat upon the bench the cierk called the jury, and the foreman announced the verdict, which was:-"We find the prisoner gullty of an assault on the person of Ann O'Neill, with the intent to commit manslaughter in the second degree,"

Mr. Howe moved for a new trial and also an arrest of judgment, basing his motion upon certain legal considerations, which he ably argued. In the course of his remarks he apologized to the Court for the impetuosity manifested at the time the jury first

brought in their verdict.

Judge Bedford accepted the apology for the apparent contempt of court, but denied the motion, District Attorney Sullivan moved for sentence

upon Evans, and in doing so said:—

MAY IT PLEASE THE COURT—The best of books has MAY IT PLEASE THE COURT—The best of books has said of the hardened, resolute criminals, however they seem to prosper and however secure they may think themselves, "their feet shall slide in due time." Your Honor has well said that in the conflict between justice and crime the latter must invariably fall. We witness here a striking illustration that guilt can build no intrenchment that is impregnable. Thomas Lookup Evans has come to the end of his infamous career. The good people of New York have reason to felicitate themselves that the statutes against the murder of unborn infants is not a dead letter; and especially that the juries love the law, and love the home virtues and social purity, without which our community would sink to the lowest level of vice. I hope his punsiment will be the full penalty of the law.

Judge Bedford, in passing sentence, spoke as fol-Judge Bedford, in passing sentence, spoke as fol-

Judge Bedford, in passing sentence, spoke as follows:—

Evans, considering the overwhelming evidence against you, and the wuful perjury you committed when in the witness box, I must express my great astonishment that a jury of twelve men snould remain out all night. I was determined to keep them together until they agreed one way or the other; the jury having found the fracts against you, they were bound to take the law from the court. This morning, after a night's reflection, they have done so. From my official experience of eight years in this court room. I believe you to be the most consummate viliain ever convicted in any court of justice, they are a professional abortionist. You have lived, thrived and prospered in your wicked career and have accumulated by reason of your dark undertakings an immense fortune. Let your conviction be a stern lesson to the many professional abortionists of this city, for on conviction they will all learn that neither their ill-gotten wealth nor their alleged great influence will be of any avail when tried in this court room. The same penalty now about to be meted out to you will unquestionably be meted out to you will unquestionably be meted out to every other convicted professional abortionist of this city. Three years and six months' confinement in the State Prison—the full penalty prescribed by law.

Evans appeared to be just as callous and unfeeling after the sentence was pronounced as he was during the trial. The remarks of the Judge seemed to give great satisfaction to the audience, who, when Evans was being removed from the bar, could probation at the conviction by applause. The fact is worthy of note that two abortionisis have been put out of the way by Judge Bedford within six months.

UNITED STATES COURT AT TRENTON.

In the United States District Court at Trenton, N. J., yesterday, George Kaiser was found guilty of passing counterfeit bills in Newark, purporting to be drawn on the Shoe and Leather Back of New York.

Wullam H. Treadwell, a well known Bohemian,

was placed on trial on the charge of passing counterfeit bils in Jersey City. The case was given to the jury in the afternoon, but they had not agreed on a verticit up to a late hour.

Part 2.—Nos. 5564, 5863, 0875, 0010, 6750, 5780, 5610, THE DIAMOND SMUGGLING CASE.

Further Developments-Whit'ey's Orders to His Subordinates Against Commissioner Os-The Central Bank.
Before Judge Barnard.
William A. Fowler and Others, of the Permanent Water Board, vs. John K. Pruyn, James born-Insult to a Magistrate Because He is Independent.

The further hearing of the case of the United States vs. H. C. Justice, who is charged with hav-ing conspired to smuggle diamonds from England into this country, was resumed yesterday before Commissioner Osborn. The proceedings have new become deeply interesting. The court room was nearly filled with spectators, the majority of them being "operatives" of the Secret Service Depart.

Mr. Purdy and Mr. De Kay appeared as counsel for the government, and Mr. W. F. Kinczing for the

This witness, who is now a private detective, and was formerly an operative of the Secret Service for further examination for the defence. He testified—in company with Colonel Whit-ley I went to look for diamonds in Pike's exchange office, corner of Broadway and Maiden lane; found no diamonds during that search, but I understood Colonei Whitley did; I arrested the prisoner in Radeliffe's office.

Counsel for the government objected to this line

ley, instead of returning the diamonds to Racicliffe, then owner, he soid them, and that this prosecution is a conspiracy intended by Colonel Whitley to rula Mr. Justice, Colonel Whitley himself being the prin-

cipal conspirator.
Q. After you brought Radcliffe before the Commissioner did Colonel Whitley issue any order to his subordinates? If so, what was the nature of that

Counsel for the government objected to the ques-

subordinates? If so, what was the nature of that order?

Counsel for the government objected to the question.

Mr. Kintzing—I want to show that Colonel Waitley issued an order forbidding any of his subordinates from coming before you, Mr. Commissioner Osborn, on account of the rebuke you administered to him, and that he said he would rather they should let a prisoner go than that they should take him before you.

This rebuke was in reference to the detention of Radeliffe in prison a longer time before his examination than the Commissioner deemed just or proper, though Whitley sought to explain the matter away, by stating that the detention was caused very much by Radeliffe's own request, and also by the fact that Whitley had to go to Washington at the time—all of which may be time, but did not the justify the detention of Radeliffe, who could have been brought down to the court at any moment by one of Whitley's subordinates.

Q. Did you bring Radeliffe before Commissioner Osborn? A. Yes.

Q. Now, sir, did you receive from the Commissioner a severe rebuke? A. Yes.

Q. After you left this office and went down stairs did not Colonel Whitley issue an order to you and to the rest of his subordinates telling you never to take another prisoner before Commissioner Osborn; that if you did you would be dismissed from the service; and, furthermore, that if you arrested a prisoner and brought him here, and found no other Commissioner but Commissioner Osborn to take him before, you should left him go; and at the same time that Colonel Whitley gave that order did he not use some vile language and epithets in reference to the Commissioner—The question is immaterial. Ide not care one way or the other what order Colonel Whitley issued, or what he said regarding me.

TESTIMONY OF A. B. NEWCOMB.

A. B. Newcomb, an operative of the Secret Service, was next called as a witness for the defence. It hink the arrest of Radeliffe was in the month of January.

Q. Did you receive any diamonds from Colonel Whitley?

Objected to by counsel

Q. Did you receive any diamonds from Colonel Whitley?

Objected to by counsel for government.

Mr. Kintzing said he wanted to corroborate Beatty by this witness.

Q. Were you present at the time Mr. Beatty bought diamonds from Colonel Whitley?

Objected to by counsel for government, on the ground that the prisoner was not present at the time.

A. I never knew of any diamonds being sold by Colonel Whitley: I saw some diamonds in the possession of Colonel Whitley—some of them in the office of Mr. Radeling, in Broadway.

Q. Did you receive anything from Colonel Whitley in the month of January or February? A. Yes; I received my salary (laughter) and orders and a great many things.

Q. What were those great many things?

Objected to by counsel for government.

Q. Did you in the month of January or February receive any diamonds from Colonel Whitley?

Objected to as leading.

The Commissioner said that if Newcomb would swear that Whitley had diamonds which he (Whitley) told the witness were Radeling diamonds, he would allow the question.

Examination continued—Colonel Whitley had some small diamonds; I received two diamonds from Colonel Whitley after the seizure of the Radeling diamonds; I do not know that those diamonds were portion of the Radeling diamonds.

Q. Did Colonel Whitley tell you where he got these diamonds from 7 A. Yes; I think he said they were put into a pawnbroker's office by Mr. Nadeling; I do not know if Pike is the pawnbroker's name; I do

damonds from? A. yes; I think he said they were
put into a pawnbroker's office by Mr. stadeliffe; I
do not know if Pike is the pawnbroker's name; I do
not recollect anything about that.

TESTIMONY OF D. O. BRADLEY.

I am an altofhey at 30 Broad street. 2. Did you have in your possession any of Rad-cliffe's snuggied diamonds? A. I had in my pos-session diamonds belonging to Mr. Radcliffe; they were seized and taken from me by Colonel Whitley; he took 60% carats, 60 or 61 carats of medium dia-monds and 12 pieces of set diamonds; I know Rad-cliffe was arrested and taken before Commissioner Osborn.

monds and 12 pieces of set diamonds; I know Radcliffe was arrested and taken before Commissioner
Osborn.
Q. Did you have an interview with Colonel Whitley? A. Yes, sir.
Q. Are you the gentleman who negotiated the
settlement of that affair between Colonel Whitley
and Mr. Radeinfe? A. I advanced the money required by the government.
Q. Did you pay any money to Colonel Whitley?
A. Never.
Q. Did you make him any promise for his interference on behalf of Radeiffe? A. No, sir.
Q. Do you know what became of those diamonds
that you gave Whitley? A. I received them back
from the Auditor's elerk of the Custom House.
Q. How much money was paid? A. \$4,500.
Q. Do you know anything of diamonds belonging
to Radeliffe that were pawned with a broker? A.
No: though I must say that I have heard something
about it.
Cross-examined by counsel for government—This
\$4,500 was handed to District Attorney Davis.
Q. Was there any negotiation with the Secretary
of the Treasury to receive this money as a compromise? A. Yes; I was shown papers in regard to
it purporting to come from the Secretary of the
Treasury.
Q. Did not Mr. Radeliffe pay the government that

Q. Was there any negotiation with the Secretary of the Treasury to receive this money as a compromise? A. Yes; I was shown papers in regard to it purporting to come from the Secretary of the Treasury.

Q. Did not Mr. Radeliffe pay the government that money in order that he might be absolved from punishment? A. Yes; Mr. Radeliffe sent a petition to the government; I could not tell who drew the petition; he told me he had signed one, and I advised him to do it; I know nothing or the contents of the petition, but I know that his reasons for asking for ciemency were that he was a young English boy, unfamiliar with the laws of America, and he claimed that Mr. Henry C. Justice had misled him; on this understanding he was let off; I desire to say that the diamonds were in my custody, and, on receiving them back, they were weighed and their weight then was three-eights of a carat more than when they were turned out to the government.

TESTIMONY OF JAY PIKE.

My place of business is at 174 Broadway; I have seen Colonel Wnitley; he wanted to see diamonds that had been left with me as collateral; I had very little conversation with him at the time.

Q. What was done with those diamonds you had?

A. Colonel Wnitley; he wanted to see diamonds that had loaned on them; they were sealed up; they were exceed up; they were exceed up; they were opened in my presence; he wanted me do open the puckage, but I declined, and then he opened them in my presence; he counted the diamonds on receipts; Mr. Esmond came into my office, said he had a note to pay, and wanted me to advance money; he had six carats of diamonds; I advanced the money is asked him if they were shis own diamonds, and he said they were.

Q. Did Colonel Whitley, in any conversation you had with him, enter into any conspiracy with you?

A. He wanted me to make my office as headquarters or persons who stole bonds or things of that sort; he asked me to buy them and then have the parties selected; I said he should not come to me on such afairs: I told him I would not engag